

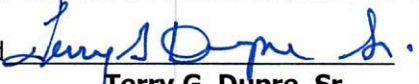
NICHOLLS STATE UNIVERSITY
PURCHASING DEPARTMENT
PO BOX 2052 University Station
104 Elkins Hall
Thibodaux, La 70310
Phone No. (985) 448-4038 - Fax No. (985) 448-4921
EO/AA Employer, M/F/H/V

BID NO. **SB01833**

Date: **05/24/2021**

INVITATION, BID AND ACCEPTANCE

Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on 06/17/2021** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed 
Terry G. Dupre, Sr.
Director of Purchasing

The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation

DESCRIPTION

"Nicholls State University Snack Vending Services"

INSTRUCTIONS:

1. YOUR BID SHALL BE MADE ON THE ATTACHED BID FORM(S) AND RETURNED WITH THIS "INVITATION" IN A SEALED ENVELOPE WITH YOUR NAME AND ADDRESS ON THE OUTSIDE OF THE ENVELOPE YOUR BID IS SUBMITTED IN. THE ENVELOPE MUST CLEARLY IDENTIFY THE BID TITLE, BID NUMBER, AND THE SCHEDULED RETURN DATE AND TIME. IF THE SOLICITATION REQUIRES THAT THE WORK IN THE SOLICITATION MUST BE PERFORMED BY A LICENSED LOUISIANA CONTRACTOR, THEN YOUR LOUISIANA CONTRACTORS LICENSE NUMBER MUST BE WRITTEN ON THE OUTSIDE OF THE ENVELOPE THE BID IS SUBMITTED IN.
2. The University cannot accept bids or alterations by wire, phone or facsimile.
3. ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.
4. All prices assumed firm unless otherwise stated.
5. Any bid received after bid closing time will be returned unopened.
6. As a state agency, the University is NOT liable for state sales tax in acted by the State Legislature and in effect at the time of issuance of the order. Do not include federal excise tax unless requested.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening.
9. THIS BID INVITATION SHEET MUST BE SIGNED IN ACCORDANCE WITH R.S. 39:1556(53). YOUR SIGNATURE IDENTIFIES YOUR INTENT TO BE BOUND. FAILURE TO SIGN THIS PAGE AND INCLUDE IT WITH YOUR BID RESPONSE MAY RESULT IN YOUR BID NOT BEING CONSIDERED.
10. Additions for packing or other items not quoted will not be allowed.

BIDDER SHOULD FILL IN ALL BLANK SPACES

Terms will be and shipment will be made within _____ days of receipt of order.

BID

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within _____ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until _____.)

Bidder _____
Address _____

Email _____

Signed _____
Title _____
Phone (_____) _____
Fax (_____) _____

Federal Tax ID Number: _____

NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.

NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED TO FEDERAL TAX ID NUMBER PROVIDED.

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA as to items numbered:

Signed _____

Date _____



Nicholls State University

Purchasing Office

P. O. Box 2052 – Thibodaux, LA 70310

985.448.4038 – Fax: 985.448.4921

May 24, 2021

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on, **June 17, 2021** at **3:00 P.M.** for:

"Bid Number SB01833 –Nicholls State University Snack Vending Service

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specifications from Nicholls State University, call (985) 448-4038 or e-mail terry.dupre@nicholls.edu or evelyn.summers@nicholls.edu

Workers Compensation and Employers Liability required under this contract. Evidence of General Liability and Automobile Liability insurance required under this contract.

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed with the bid specification, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing the bid should be shown on the bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(B)(5) and/or R.S. 39:1594(C)(4).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA

Terry G. Dupre, Sr.
Director of Purchasing, Property Control
and Support Services Administration

TO BE RUN: June 01, 2021

BID DUE: June 17, 2021



Nicholls State University

Purchasing Office

P. O. Box 2052 – Thibodaux, LA 70310
985.448.4038 – Fax: 985.448.4921

NOTICE TO VENDORS INFORMATION FOR STATE OF LOUISIANA HUDSON INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) was established in accordance with La. R.S. 39:2001- 2008 and La. R.S. 51:931. This is a goal-oriented program which encourages State agencies to contract with certified small entrepreneurships, as well as encouraging contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships as subcontractors in the performance of the contract. The Hudson Initiative is a race and gender-neutral program. The primary intent of this program is to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development to participate in contracting and procurement with the State. The comprehensive rules governing the implementation of the program are located at <http://www.doa.la.gov/pages/osp/se/secv.aspx>. This program is under the auspices of Louisiana Department of Economic Development. All State departments/agencies including the Office of State Procurement, Facility Planning and Control, and the Department of Transportation and Development, as well as colleges and universities, and community and technical colleges are encouraged to participate in this program. The Office of State Procurement facilitates the administration of the program.

Certain procurements will be designated as suitable for participation in the Hudson Initiative. In order to be responsive to the solicitation, the vendor must either be a certified small entrepreneurship, in accordance with La. R.S. 39:2006, or put forth a good faith subcontracting plan to utilize certified small entrepreneurships in the performance of the contract.

In order to assist in locating those small entrepreneurships that are certified by the Department of Economic Development, a "quick reference list" has been compiled, which is arranged alphabetically and by commodity class. This list is automatically refreshed (updated) each time it is opened. The complete list of certified small entrepreneurships is maintained by Louisiana Department of Economic Development, which is responsible for certification of businesses. The list may be accessed here:

<https://smallbiz.louisianaeconomicdevelopment.com/Search>.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State under the Hudson Initiative are encouraged to visit the Louisiana Economic Development Small Business Certification System

at <http://www.louisianaeconomicdevelopment.com/page/hudson-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

STATE OF LOUISIANA
NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA
A Member of the University of Louisiana System

Rev. 10/2020

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address: Nicholls State University
Purchasing Department
P. O. Box 2052
Thibodaux, LA 70310

Delivery: Nicholls State University
Purchasing Department
906 East First Street
Room 104 Elkins Hall
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in accordance with R.S. 39:1556(53) by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; and (3) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.

The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 2) **Sealed Envelope:** To assure consideration, all bids must be submitted in a sealed envelope. The Envelope must contain: THE BID NUMBER, THE DUE DATE AND TIME, AND THE NAME OF THE BIDDER.

ADDITIONALLY: THE OUTSIDE OF THE BID ENVELOPE MUST CONTAIN THE STATE OF LOUISIANA CONTRATOR'S LICENSE NUMBER SHOULD THE WORK PROVIDED IN THE SPECIFICATION REQUIRE THAT THE BIDDER BE LICENSED BY THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS IN THE APPROPRIATE CLASSIFICATION FOR THE WORK TO BE PERFORMED UNDER THIS SPECIFICATION OR THE SPECIFIC CLASSIFICATION IDENTIFIED IN THE ADVERTISEMENT OR THE SPECIFICATION.

THE CONTRACTOR'S LICENSE NUMBER SHALL APPEAR FOR ANY BID SUBMITTED IN THE AMOUNT OF \$50,000 OR MORE. \$10,000.00 OR MORE FOR ELECTRICAL OR MECHANICAL WORK.

FAILURE OF THE BIDDER TO WRITE THE CONTRACTOR'S LICENSE NUMBER ON THE OUTSIDE OF THE BID ENVELOPE SHALL CAUSE THEIR BID TO BE AUTOMATICALLY REJECTED AND NOT READ.

- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.

_____ Formal Two Party Contract Only

GENERAL CONDITIONS

Rev 06/2020

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **COMPLIANCE WITH CIVIL RIGHT LAWS:** By submitting and signing this bid, bidder agrees **The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.**

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract awarded as a result of this solicitation.
- 10) **SPECIAL ACCOMMODATION:** Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
- 11) **INDEMNITY:** Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

12) CERTIFICATION OF NO SUSPENSION OR DEBARMENT: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/index.html/#1>.

13) FEDERAL CLAUSES, IF APPLICABLE: ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

SPECIAL CONDITIONS

BID NUMBER: SB01833 BID OPENING: 06/17/2021

06/2020

.....
NOTICE TO BIDDERS:

- A. ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- B. PROCUREMENT OF DOMESTICS PRODUCT ACT: ITEMS MANUFACTURED IN THE UNITED STATES ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.

-
A. In accordance with the Louisiana Revised Statute 39:1604, a preference of 10% may be allowed for materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within Louisiana where this product is produced, manufactured, grown or assembled: _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- 1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than ten percent.*
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.*
- (3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.*

- B. In accordance with the Louisiana Revised Statute 39:1604.7, Procurement of Domestic Products Act, a preference of 5% may be allowed for materials, supplies, product, provisions, or equipment which are manufactured in the Unites States and which are equal in quality to other material, supplies, products, provisions, or equipment.**

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within the United States where this product is produced, manufactured, grown or assembled: _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.*
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.*
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.*
- (4) The vendor certifies that such items are manufactured in the United States.*

CONDITIONS OF PURCHASE

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

VENDOR INFORMATION SHEET

Please complete this page and the W9 form. The Vendor Information Sheet and W9 form should be completed by new and current vendors of the University and both completed documents should be submitted with bid response.

ORDER FROM NAME AND ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED
TO FEDERAL TAX ID NUMBER PROVIDED.**

Address Line 1

Address Line 2

Address Line 3

Telephone

FAX

E-Mail Contact Address

REMIT TO ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED
TO FEDERAL TAX ID NUMBER PROVIDED.**

Address Line 1

Address Line 2

Address Line 3

Telephone

FAX

E-Mail Contact Address

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**SPECIFICATIONS AND CONDITIONS
VENDING CONTRACT
NICHOLLS STATE UNIVERSITY
Page 1 of 6**

1) Scope of Work:

The University shall enter into an exclusive contract with an experienced, responsible, qualified vendor to furnish and service automatic snack and sundry vending machines to chips, pastry, candy, and sundries.

These machines should accept cash and coin, and be equipped with a vending reader that will accept payment via debit/credit card, and the University Colonel Card operated with the existing blackboard system. The credit/debit card shall operate wirelessly.

Clarification: Provide an explanation of how an upcharge on a credit card transaction is passed onto the customer.

The blackboard portion may operate wirelessly or via hard wire to the University intranet as intranet plugs are installed by each machine. The vendor shall be responsible for all maintenance for the machines and the readers. The vendor shall be responsible to ensure that the credit/debit card operations are PCS Compliant. The credit/debit/Colonel Card reader may be phased in within the first 90 days of the contract.

Vendor shall provide first class service to customers and maintain good public relations. Vendor shall be capable of efficiently handling the needs of the University, and shall provide good quality products.

Attachment No. 1 lists machines required to be in operation on campus and should be considered as the minimum number of machines vendor will be expected to furnish at start of operation.

Contract shall be awarded on an all or none basis.

2) Qualifications of Bidders:

Bidders shall include with their bid a brief description of the company's organization and operations, experience, and evidence of financial responsibility. The following information shall be furnished:

- (A) Number of years in business
- (B) Number of employees
- (C) Number and type of service vehicles in operation
- (D) Location of service office and/or warehouse
- (E) Number of existing accounts, number of machines, and brand names of machines

The University reserves the right to request any additional information.

3) Contract Period:

The contract between the University and the successful bidder will be for a three (3) year period beginning July 01, 2021 and ending June 30, 2024. At the option of the University and acceptance by the Vendor, this contract may be renewed for two (2) twelve (12) month periods. The contract may be terminated by either party upon a one hundred twenty (120) day advance notice in writing.

**SPECIFICATIONS AND CONDITIONS
VENDING CONTRACT
NICHOLLS STATE UNIVERSITY
Page 2 of 6**

4) Terms of Compensation:

COMPENSATION TO UNIVERSITY: The successful bidder shall guaranty to the University an annual minimum guaranty of \$15,000.00 unless the successful bidder's actual percentage commission rate exceeds the aforementioned annual minimum guaranty. In the event actual percentage commission rate does not exceed the annual minimum guaranty, the Vendor shall be responsible to remit the difference to the university.

It should be noted that although the commission rate is a very important factor in awarding the contract, the University reserves the right to select the vendor who in University's opinion is best qualified on the basis of past experience to provide the required service, all factors considered.

In the event two or more bids are received which offer the same commission percentage, the University reserves the right to award the contract in the best interest of the University. All factors and information regarding Vendor experience, location, equipment, etc., shall be considered. The University's decision shall be final.

By submitting a bid, the bidder certifies that the price submitted was independently arrived at without collusion. Reasonable grounds for supposing that any bidder is interested in more than one proposal shall cause the rejection of all proposals in which he is deemed to be interested.

The University reserves the right to reject any and all bids and to waive any informalities.

5) Prices:

Current selling prices are listed on attachment No. 2, and bidder should base bid submittal on these prices.

Thereafter, prices are subject to change only upon presentation of evidence that such prices are in accordance with prices charged by vending machine operators in the Thibodaux area. Changes in prices must be approved by the University. The University shall have exclusive right to designate location of machines. Requests to remove unprofitable machines must be submitted in writing, and approved by the University.

The University reserves the right to designate and approve all products dispensed from machines. This right includes brands, quality, portion or size, nutritional type, and price.

7) Taxes:

All applicable taxes and permits, Federal, State, Parish, and City, shall be paid by the Vendor.

**SPECIFICATIONS AND CONDITIONS
VENDING CONTRACT
NICHOLLS STATE UNIVERSITY
Page 3 of 6**

7) Sub-Contracts and Assignment:

SUBCONTRACTING: The successful bidder shall not subcontract any part of this contract without written approval of the University.

The successful bidder shall:

1. Maintain facilities and conduct business in compliance with the State and local laws appertaining thereto and in conformance with general University business policies and practices;
2. Agree to contract for goods, services, and employment in the firm's name and will not implicate the University directly or by inference in these transactions;
3. Agree that during the terms of this contract Contractor and Contractor's employees will conduct themselves in a careful and prudent manner. Contractor will not permit the University facilities to be used for purposes other than the operation and service of automated snack vending machines;
4. Maintain separate and distinct records for each machine and post prominently on the inside of each snack vending machine a detailed inventory of items. The University reserves the privilege of accompanying Contractor's employees on service calls and when meter counts and collections are made at a time determined by the University;

Records of the Contractor will be subject to inspection by a designated representative of the University. The format for sales report summaries will be determined by mutual agreement and shall include current month as well as year-to-date aggregate sales figures, tax, and annual guarantee summaries;

5. Make annual guarantee payment to the Office of Auxiliary Enterprises by the 15th of the month covering operations for the contracted year;
6. Be solely responsible for machines placed in the designated locations and the products within the machines, as well as machine receipts. The University will in no way be liable for destruction or theft of the property of the Contractor through vandalism or any other cause. The University will cooperate to that extent it deems feasible in guarding against such occurrences;
7. Purchase all licenses necessary for the conduct of these operations and shall pay local, state, and federal taxes applicable to the operation of this contract;
8. Agree that upon the termination of the contract the Contractor shall remove all equipment and surrender the premises in as good condition as when received, ordinary wear and use excepted. (Ordinary wear and use will be determined by the University);
9. It is agreed that the Legislative Auditor of the State of Louisiana shall have the right to audit all accounts that relate to this contract.

**SPECIFICATIONS AND CONDITIONS
VENDING CONTRACT
NICHOLLS STATE UNIVERSITY
Page 4 of 6**

8) Insurance:

The Vendor shall comply with the attached "Standardized Insurance Requirements For All Agency Contracts" as part of this contract. The successful Vendor shall procure Workmen's Compensation and Employer's Liability Insurance with an insurance company licensed in the State of Louisiana. Proof of said coverage must be submitted to the University prior to commencing operations.

9) PERFORMANCE BOND: Prior to receiving a contract, the successful bidder shall be required to furnish a performance bond written by a company licensed to do business in Louisiana in an amount equal the minimum guarantee of \$15,000. The Performance and Payment Bond shall be written by a company licensed to do business in Louisiana and who is currently on the U.S. Department of the Treasury Financial Management Service List of approved bonding companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policy holders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana owned by Louisiana residents and is licensed to write surety bonds.

The Bond must be received within ten (10) days from the date of notification of award.

If the Bond is not received within this period of time, The University reserves the right to award to the next acceptable bidder, or to reject all bids and re-advertise, whichever is in the best interest of the State of Louisiana.

10). Conduct of Business:

The successful Vendor shall install all units in operating conditions within seven (7) working days following effective date of contract. All equipment provided must be, new or like-new, of sturdy construction. Vendor must provide trained, qualified repairmen available on call seven (7) days a week, at any hour, for emergencies.

Each machine must be clearly marked to show a telephone number to call in the event the machine is not in operation or out of product. Once a machine has been reported broken or in a non-operating condition, Vendor shall take corrective action as soon as possible but no later than twelve (12) hours.

Each machine shall be well stocked with fresh merchandise at all times. The Vendor shall keep all machines clean and in good working order. The University shall provide janitorial service in the area where machines are located.

The successful Vendor shall:

(A) Maintain his facilities and conduct his business in compliance with local, State, and Federal laws appertaining thereto and in compliance with general University business policies and practices.

(B) Agree that he will contract for goods, services and employment in his firm's name and will not implicate the University directly or by inference in these transactions.

**SPECIFICATIONS AND CONDITIONS
VENDING CONTRACT
NICHOLLS STATE UNIVERSITY
Page 5 of 6**

(C) Agree that during the terms of his contract he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the University facilities placed at his disposal to be used for purposes other than the operation of vending machines.

(D) Maintain separate records on each vending machine and post prominently on the inside of each machine the standard inventory of items.

(E) Make payment to the Nicholls State University Purchasing Office by the 15th of each month covering the operations of the preceding month.

(F) Be solely responsible for vending machines placed in the designated location and the products within the machine as well as machine receipts. The University will in no way be liable for destruction or theft of the property of the vendor through vandalism or any other cause.

(G) Purchase all licenses necessary for the conduct of these operations and shall pay local, State, and Federal taxes applicable to the operation of these vending machines.

(H) Keep separate and distinct records on each vending machine. Payment to the University will include accounting that indicates the total sales (by number of units were applicable) and the commission paid for each machine operated. Records of the Vendor will be subject to inspection by a designated representative of the University. The University reserves the privilege of accompanying the representative of the successful bidder on his calls to service the vending machines.

(I) Agree that upon the termination of the contract he shall remove his equipment and surrender the premises in as good condition as when received, ordinary wear and use excepted. (Ordinary wear and use will be determined by the University).

(J) Provide a workable system for the refund of money lost in the machines. Refunds shall be at the expense of the Vendor.

(K) The University reserves the right to add or to subtract from the number of machine locations and buildings listed per Attachment No. 1. No specific minimum or maximum number of machines is guaranteed by the University during the contract period. Accordingly, if additional machines are requested by the University, Contractor must provide same.

(L) The University shall provide utilities: 115 volt AC electricity for vending machines

11). Miscellaneous:

It is agreed by both parties to this contract that the Legislative Auditor of the State of Louisiana and/or Nicholls State University shall have the right to audit all accounts, records, and documents of the Vendor which relates to this contract.

This offering is issued under RS17:3355C.

It is understood that all bid documents, attachments, specifications, and conditions shall constitute the contract.

**SPECIFICATIONS AND CONDITIONS
VENDING CONTRACT
NICHOLLS STATE UNIVERSITY
Page 6 of 6**

Information on "Attachments No. 1 and No. 2" is furnished to assist bidders in preparing their bid. Failure of bidder to sign the cover sheet titled "Invitation, Bid, and Acceptance" shall be cause for rejection of bid.

All bidders are encouraged to visit and inspect machine locations prior to bidding.

Any interpretation of specifications will be made by addenda only, issued by the Purchasing Department, 72 hours prior to bid opening date. After this period, no addendum will be issued. A copy of such addenda will be mailed, Emailed and faxed to each firm that received a set of the documents. The University will not be responsible for any other explanation of the proposed documents. Any request by Vendors shall be in writing to trry.dupre@nicholls.edu

The successful vendor shall provide the University access to a system to view information on meter reads, coins collected, credit card sales, and colonel card sales for auditing purposes.

The bidder should provide a proposal on how to pay the minimum and for the reconciliation of the commissions to be paid. Note. The minimum shall be a part of the commissions. If commissions exceed the minimum, then the vendor will subtract the total commissions from the minimum and remit the difference at some point during the contract period.

STUDENT & FACULTY/STAFF STORED VALUE PLAN/ ALL ACCESS/ I.D. SYSTEM

In September of 2002, the University installed an All Access/I.D. system that incorporates a value stored plan that students can deposit money into, and use those funds via the card to purchase items from vending machines on campus equipped with card readers.

Currently, there are (26) vending machines (Includes snack machines, and sundry machines) that have readers installed by the vendor. The University will not provide the readers.

**ATTACHMENT NO. 1
LOCATION AND REQUIRED MACHINES
FOR THIS CONTRACT**

ALLIED HEALTH
AYO HALL
ELLENDER LIBRARY
BABINGTON DORM
BEAUREGARD HALL
SCHOLARS HALL A
CALECAS HALL
CULINARY INSTITUTE
ELLENDER HALL
ELKINS HALL
OTTO CANDIES
GEAUX HALL
SCHOLARS HALL A- SUNDRY
MILLET HALL B-SUNDRY
ZERINGUE HALL C- SUNDRY
BRADY
MILLET HALL B
ZERINGUE HALL C
PELTIER DOWNSTAIRS
POLK HALL
STUDENT UNION
STUDENT UNION
STUDENT PUBLICATION
TALBOT HALL
WHITE HALL
VETERAN'S ROOM

**ATTACHMENT NO. 2
SALES AND COMMISSION RECORDS
FROM CURRENT CONTRACT**

FY	Total Sales	Total Commissions	Colonel Card Sales
FY2021	\$ 36,254.50	\$ 10,948.85	\$ 2,113.25
FY1920	\$ 62,299.00	\$ 18,814.29	\$ 6,143.50
FY1819	\$ 80,659.56	\$ 24,359.19	\$ 10,327.35
FY1718	\$ 71,091.35	\$ 21,469.56	\$ 12,041.15
FY1617	\$ 60,827.25	\$ 15,814.08	\$ 8,441.40
	\$ 311,131.66	\$ 91,405.97	\$ 39,066.65

* Totals affected by less students on campus
Colonel Card System Upgrade caused
problems with communication with snack
Machines. This problem is being addressed.

** March April May and June Totals affected by
Covid – Sales made by cash/credit card and
Colonel Card

PRESENT SELLING PRICES

Pastry	-	\$1.50
Candy	-	\$1.50
Chips	-	\$ 1.00 & \$1.25 (LS)
Crackers/Peanuts	-	\$.75
Soap & Misc.		
Sundry Items	-	Soap \$1.50
	-	Playing Cards - \$3.00
	-	Clorox \$1.50
	-	Aspirin - \$1.50
	-	Toothpaste + Toothbrush \$2.00
	-	Advil \$2.00
	-	Mediproxen \$1.50
	-	Razor and Shave Cram \$2.50
	-	Tylenol \$2.00
	-	Rolaids - \$3.00

BID RESPONSE FORM
Page 1 of 2
VENDING CONTRACT

IN ACCORDANCE WITH ATTACHED SPECIFICATIONS AND CONDITIONS, WHICH HAVE BEEN READ AND FULLY UNDERSTOOD, THE UNDERSIGNED AGREES TO FURNISH AND SERVICE AUTOMATIC SNACK AND SUNDRY VENDING MACHINES TO DISPENSE CHIPS, PASTRY, CANDY, AND SUNDRY ITEMS.

Business Name: _____

Telephone No: _____ Fax No. _____

Address: _____
Mailing City State Zip

Scope of Service: Snack, candy, pastry, and Sundry Vending

Service location: Nicholls State University, 906 East First Street, Thibodaux, LA 70301

Contract Period: Commence on July 01, 2021 and terminate on June 30, 2024

I/we do hereby acknowledge receipt of the follow addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

Each Bidder should complete all blanks hereinafter specified on the Bid Response Forms and provide documentation as requested herein. Failure to do so may result in rejection of the offer without further consideration.

* * * * *

MINIMUM GUARANTY: Nicholls State University an annual minimum guaranty of twenty thousand dollars (\$15,000.00) unless the actual percentage commission rate stated hereinafter exceeds the aforementioned annual minimum guaranty.

COMMISSION RATE:

I/We agree to pay Nicholls State University the percentage commission rate of _____ percent (_____ %)

Based on the *gross cash sales after taxes of each unit dispensed.

Note: If commission rate is different for succeeding contract terms, state the applicable percentage:

4th year _____ % 5th year _____ %

*Gross sales for the purpose of this contract is to be calculated by the difference between the beginning and ending cash readings of the mandatory non-reset counters.

BID RESPONSE FORM
Page 2 of 2
VENDING CONTRACT

PERFORMANCE GUARANTY:

List the name, address (street/city/state/zip) & telephone number of the Louisiana licensed surety that will be used to furnish the performance bond selected by the successful Bidder.

Name of Surety: _____

(Not the Agency Company)

Surety's Address: _____

Agent Company: _____ Telephone #: _____

*Or *

() Shall furnish an acceptable cash form in lieu of the performance guaranty to be remitted prior to the start of the contract term.

SIGNATURE CONSTITUTES ACCEPTANCE: Signature to the bid response form shall be construed as acceptance of the bit in its entirety.

AUTHORIZED OFFICER: _____

(Signature)

(Print or Type Name)

TITLE: _____ Date _____

LIST OF USERS

The Bidder should attach to the Bid Response Form a list of at least three (3) businesses or organizations in which snack vending services as specified herein have been provided by the Vendor within the last two (2) years. This list should include the name of the business organization, their address, their telephone number and a contact person that may be contacted for reference.

INDEMNIFICATION AGREEMENT AND CERTIFICATE OF INSURANCE

Complete and attach the indemnification agreement and the insurance form to this bid response form.

EQUIPMENT LIST

Provide a brief summary of all equipment to be installed so the University can confirm that the equipment meets the required specifications (List must include brand, make, and model).

PRODUCT LIST

Product quantities and prices are needed using the Proposal Response Form provided herein.

INSURANCE REQUIREMENTS

Complete and return the Insurance Requirement and Statement Form.

STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS

CHAPTER 6

INSURANCE AND INDEMNIFICATION

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of **A-:VI or higher**. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance shall confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All cancellation notices shall name the Other Party and identify the agreement or contract number.

A. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. If A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

B. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

C. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for the following automobile coverage classes:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

Location of operations shall be "All Locations".

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

D. **Professional Liability**

Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable. This coverage may be listed in the "Special Conditions" of the bid/contract.

- E. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.

F. All Certificates of Insurance of the Other Party shall reflect the following:

- 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
- 2) The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
- 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.

G. The following Indemnification Agreement shall be a provision of the contract:

The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Other Party, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, employees and volunteers. The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

- H. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.
- I. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- J. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- K. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- L. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
 1. Payments to the Other Party may be withheld until the requirements have been met;
 2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
 3. The Agency may suspend, discontinue or terminate the contract.

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance.

The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

EXHIBIT E
INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of _____ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ {Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for

Nicholls State University
State Agency Name

PURPOSE OF CONTRACT: _____

